MEDIATED SETTLEMENT AGREEMENT

THIS SETTLEMENT has been entered into between
CHAPEL HILL HOUSING, LLC

PLAINTIFF(S) and
TOWN OF CHAPEL HILL, NC

DEFENDANT(S) as a result of a mediated settlement conference completed upon the date subscribed below. PLAINTIFF(S) and DEFENDANT(S) agree as follows:

1. DEFENDANT(S), _____ will pay the PLAINTIFF(S) the sum of _ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED_ DOLLARS $ _177,500.00_) on or before _11_ / _30_ / 2018 by check payable to PLAINTIFF and Plaintiff's attorney.

2. PLAINTIFF(S) and DEFENDANT(S) agree that the proceeds of the check will not be disbursed by Plaintiff's attorney until such time as a release and dismissal with prejudice, or consent judgment, have been executed and the dismissal or consent judgment filed with the appropriate court, and the release and filed copies of the dismissal or consent judgment forwarded to Defendant's attorney.

3. Any and all claims which PLAINTIFF(S) and DEFENDANT(S) may have against one another, described in the litigation pending in _THE U.S. DISTRICT COURT, MDNC_ ~~County Superior Court~~, case number _1:18-CV-00254-TDS-JEP_ will, after distribution of funds and execution, filing and delivery of the appropriate release and dismissal with prejudice or consent judgment, be settled and discharged completely. This agreement binds and benefits the parties and their successors.

4. The parties shall be separately responsible for their own attorneys' fees and the costs of the case.

5. _THIS AGREEMENT IS CONDITIONED UPON APPROVAL BY THE CHAPEL HILL TOWN COUNCIL_

6. PLAINTIFF(S) AND DEFENDANT(S) ACKNOWLEDGE THAT ALL OF THEIR AGREEMENTS REACHED IN THE MEDIATED SETTLEMENT CONFERENCE, AND EVERY PART OF EVERY AGREEMENT SO REACHED, ARE SET OUT ABOVE. THIS AGREEMENT SETS FORTH ALL MATERIAL TERMS OF THE PARTIES' SETTLEMENT, AND IT MAY BE SPECIFICALLY ENFORCED BY THIS COURT WITHOUT FURTHER DOCUMENTS OR TESTIMONY.

This, the _16th_ day of _OCTOBER_ , 2018.

_____For Chapel Hill Housing LLC__   _____
Plaintiff   Attorney for Plaintiff

_____   _____
Plaintiff   Attorney for Plaintiff

Dennee Bell   RDK   _____
Defendant   Attorney for Defendant

_____   _____
Defendant   Attorney for Defendant